

*An ACT for Confirming and Establishing an
Exchange of Lands agreed to be made between
Charles Tudway, Esquire, and the Archdeacon
of Wells, in the County of Somerset.*

Whereas Francis Potter, Clerk, Archdeacon of Wells, and one of the Prebendaries of the Cathedral Church of Saint Andrew, in the City of Wells, hath lately been duly collated to, and is seised in Fee of and in a capital Messuage or Dwelling-house, commonly called a Canonical House, situate within the Liberty of Saint Andrew, in Wells aforesaid, and lately in the Possession of Francis Squire, Clerk (one of the Canons of the said Church, but since deceased), and also of and in Two Pieces or Parcels of Ground adjoining and belonging to the said capital Messuage, and containing together by Estimation One Acre and a Quarter, or thereabouts, and extending from the Garden Wall of and belonging to the said Messuage or Dwelling-house, on the South, to a Street or Lane called *The Back Liberty*, on the North, and from a Street or Place called *Clofe-hill* on the West, to a Street or Lane called *The Liberty*, otherwise *College Lane*, on the East, and which said capital Messuage and Two Pieces or Parcels of Ground are subject to a Chief Rent of One Pound Seven Shillings and Eight Pence, payable to the Dean and Chapter of the said Cathedral Church of Wells, for the Time being for ever:

And whereas the said Charles Tudway, and Richard Slade as a Trustee for him, are, or One of them is, seised in Fee Simple of and in Two Closes of Meadow or Pasture Ground, adjoining to each other, one of them called or known by the Name of *The Hillend*, and containing by Estimation Four Acres and an Half, and the other of them called or known by the Name of *The Rusbes*, and containing by Estimation Two Acres, and which said Closes are bounded on the North East with the Highway leading from *Dulcot* to *Warminster*, on the South East with Lands belonging to John Paine, Clerk, and George Lax, Yeoman, on the South West with Lands belonging to Roger North, Yeoman, and on the North West with Lands belonging to James Baron, Gentleman, and to be situate at *Dulcot*, in the County aforesaid:

And whereas the said Francis Potter and Charles Tudway have mutually proposed and agreed, that an Exchange should be made of the said Two Pieces or Parcels of Ground, containing by Estimation One Acre and a Quarter, and adjoining to the said capital or canonical House as aforesaid, and of the said Two Closes called *The Hillend* and *Rusbes*, at *Dulcot* aforesaid, containing by Estimation Six Acres and a Half, one
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for the other, upon the Terms and in the Manner herein after mentioned; That is to say, That the said Two Pieces or Parcels of Ground, adjoining or belonging to the said canonical House, shall be vested in the said *Charles Tudway*, and his Heirs, in Fee Simple; and that, in Exchange for the same, the said Two Closes called *The Hillend and Ruffes*, in *Dulcot* aforesaid, shall be vested in the said *Francis Potter* and his Successors for ever: And that the said Chief Rent of One Pound Seven Shillings and Eight Pence, so issuing, and payable out of the said capital Messuage or canonical House, and the said Two Pieces or Parcels of Ground thereto adjoining and belonging, and also all such Taxes and Rates hereafter to be charged, taxed, or imposed, upon the said capital Messuage or canonical House, including the said Two Pieces or Parcels of Ground thereto adjoining and belonging as aforesaid, shall, from henceforth, be paid by the Owner and Proprietor of the said capital Messuage or canonical House for the Time being: And that the said Two Pieces or Parcels of Ground thereto adjoining and belonging, and containing One Acre and a Quarter as aforesaid, and the said *Charles Tudway* and his Heirs, and the other Owner and Owners thereof for the Time being, shall be totally exempted, exonerated, and discharged, of, from, and against, the Payment of the said Chief Rent, Taxes, and Rates, and every Part thereof respectively for ever: And that, in Consideration of, and as a Recompence and Equivalent for, such Exemption, the said Two Pieces or Parcels of Ground, and the Owners and Proprietors thereof for the Time being, should be charged with, and liable to pay, the yearly Rent or Sum of Twenty Shillings, as their Share or Proportion of the said Chief Rent, unto the said *Francis Potter*, and his Successors, Owners of the said capital Messuage or canonical House for ever, as in and by Articles of Agreement, entered into between the said Parties, and dated the Fifteenth Day of December One thousand Seven hundred and Sixty, may appear:

And whereas the said Exchange, so proposed and agreed upon, would be a great Convenience to the said *Charles Tudway*, and a manifest Benefit and Advantage to the said *Francis Potter* and his Successors, and a considerable Improvement of their said canonical Estate; Yet the same cannot be established and rendered effectual without the Aid and Authority of an Act of Parliament;

Therefore your Majesty's most Dutiful and Loyal Subjects, the said *Francis Potter* and *Charles Tudway*,

Do most humbly beseech Your MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all those Two Pieces or Parcels of Ground herein before mentioned to be adjoining and belonging to the said capital Messuage or canonical House, within the Liberty of *Saint Andrew* in *Wells* aforesaid, containing together by Estimation One Acre and a Quarter, or thereabouts, and extending from the Garden Wall belonging to the said Messuage or Dwelling-house on the South, to a Street or Lane called *The Back Liberty* on the North, and from a Street or Place called *Close-bill* on the West, to a Street or Lane called *The Liberty*, otherwise *College Lane*, on the East, and all Ways, Waters, Watercourses, Hedges, Ditches, Fences, Trees, Commons, Privileges, and Appurtenances, to the said Two Pieces or Parcels of Ground belonging, or in any-wise appertaining, or therewith, or with any Part thereof, used, held, or enjoyed, or accepted, reputed, taken, or known, as Part, Parcel, or Member thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all and singular the same Premises, shall, from and after the Twenty-fifth Day

of

of *March* One thousand Seven hundred and Sixty-one, he settled upon and vested in, and the same are hereby from thenceforth settled upon and vested in, the said *Charles Tudway*, his Heirs and Assigns, to the Use of him the said *Charles Tudway*, his Heirs and Assigns for ever, freed and discharged, and absolutely acquitted, exempted, and exonerated, of, from, and against, all Estate, Right, Title, Interest, Claims and Demands whatsoever, of him the said *Francis Potter*, and his Successors for ever, but subject nevertheless, and charged and chargeable with the yearly Rent or annual Payment of Twenty Shillings to the Owners and Proprietors of the said capital Messuage or canonical House for the Time being, and the said *Francis Potter*, and his Successors, in such Manner and for such Purposes as is herein mentioned.

And it is hereby further Enacted, by the Authority aforesaid, That all those the said Two Clofts of Meadow or Pasture Ground adjoining to each other, and called or known by the Names of *The Hillend* and *The Rusbes*, and containing together Six Acres and an Half, and herein before mentioned to be bounded on the North East with the Highway leading from *Dulcot* to *Warminster*, on the South East with Lands belonging to *John Payne*, Clerk, and *George Lax*, Yeoman, on the South West with Lands belonging to *Roger North*, Yeoman, and on the North West with Lands belonging to *James Baron*, Gentleman, and to be situate at *Dulcot*, in the County aforesaid, and all Ways, Passages, Waters, Watercourses, Hedges, Ditches, Fences, Trees, Commons, Privileges, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all and singular the same Premises, shall, from and after the Twenty-fifth Day of *March* One thousand Seven hundred and Sixty-one, be settled upon and vested in, and the same are hereby from thenceforth settled upon and vested in, the said *Francis Potter*, and his Successors, to the Use of him the said *Francis Potter*, and his Successors for ever, and to be held and enjoyed by him and them in Right of, and as annexed to, and as Part of the Corps of the said canonical House for ever, in Exchange for the said Two Pieces or Parcels of Ground and Premises herein before settled upon and vested in the said *Charles Tudway*, and his Heirs as aforesaid.

And it is hereby further Enacted, by the Authority aforesaid, That One annual Sum or yearly Rent of Twenty Shillings of lawful Money of *Great Britain*, shall, from and after the said Twenty-fifth Day of *March* One thousand Seven hundred and Sixty-one, be issuing and going out of the said Two Pieces or Parcels of Land, containing by Estimation One Acre and a Quarter, and other the Premises herein before settled upon and vested in the said *Charles Tudway*, and his Heirs and Assigns as aforesaid, shall be payable and paid to the said *Francis Potter*, and his Successors, Owners of the said canonical House as aforesaid, as and for the full Share and Proportion of the said Chief-rent, and also of the said Rates and Taxes; which said annual Sum or yearly Rent of Twenty Shillings shall be paid at or on the Feasts of the Annunciation of the Blessed Virgin *Mary* and *Saint Michael the Archangel* in every Year, the First Payment thereof to begin and be made at or upon the Feast of *Saint Michael the Archangel*, in the Year of our Lord One thousand Seven hundred and Sixty-one.

And he it further Enacted, by the Authority aforesaid, That in case the said annual Sum of Twenty Shillings, or any Part thereof, shall be behind and unpaid for the Space of Twenty Days next after the said Feast Days so appointed for Payment thereof as aforesaid, then and in such Case, from time to time, and as often as it shall so happen, it shall and may be lawful to and for *Francis Potter*, and his Successors, and his and their Agents, to enter and distrain upon the said Two Pieces or Parcels of Ground, and Premises hereby charged with the same, and to sell and dispose of the Distress thereupon to be taken, or otherwise, to receive the Rents, Issues, and Profits of the Premises, until thereby or therewith, or otherwise, all Arrears of the said annual Sum or yearly

yearly Rent of Twenty Shillings then due, or that during such Possession shall accrue and become due, and all Costs, Charges, and Expences, attending such Entry, Distress, and Perception, of Rents, and all Damages occasioned by the Nonpayment of the said Annuity or yearly Sum, shall be fully satisfied and paid.

Saving always to the KING's most Excellent Majesty, his Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (Other than the said *Charles Tudway*, his Heirs and Assigns, and the said *Francis Potter*, and his Successors); All such Right, Title, Interest, Claims, and Demands whatsoever, of, in, to, or out of, the Premises respectively settled and vested by this Act, as they, every or any of them, had or were intitled to before the passing this Act, or could or might have had and enjoyed, in case this Act had not been made.

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[1761.]